



**Special Study Session City Council Meeting  
5:45 PM, MONDAY, FEBRUARY 18, 2013  
Conference Room A  
Farmington City Hall  
23600 Liberty St  
Farmington, MI 48335**

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**SPECIAL STUDY SESSION MEETING AGENDA**

**1. ROLL CALL**

**Roll Call**

**2. APPROVAL OF AGENDA**

**3. CONSIDERATION TO ADOPT RESOLUTION FOR REDEVELOPMENT LIQUOR LICENSES**

**A. Consideration to Adopt Resolution Authorizing Submittal of Documentation for Redevelopment Liquor Licenses Within the Downtown Development Authority District**

**4. CONSIDERATION TO ADOPT RESOLUTION RECOMMENDING LIQUOR LICENSE FOR LOS TRES AMIGOS**

**A. Consideration to Adopt Resolution Recommending Approval of Liquor License for Los Tres Amigos**

**5. CONSIDERATION TO APPROVE INTERGOVERNMENTAL AGREEMENT WITH FH TO PROVIDE IT SERVICES**

**A. Consideration to Approve Intergovernmental Agreement with the City of Farmington Hills to Provide Information Technology Services**

**6. OTHER BUSINESS**

**7. PUBLIC COMMENT**

**8. COUNCIL COMMENT**

**9. ADJOURNMENT**

## Farmington City Council Staff Report

**Council Meeting Date:**  
February 18, 2013

**Reference  
Number**

**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Adopt Resolution Authorizing Submittal of Documentation for Redevelopment Liquor Licenses Within the Downtown Development Authority District

**Requested Action:**

Move to adopt resolution authorizing submittal of documentation for Redevelopment liquor licenses within the Downtown Development Authority District

**Background:**

At the January 22, 2013 meeting, the City Council adopted a resolution authorizing the submittal of information to the Michigan Liquor Control Commission (LCC) pertaining to redevelopment liquor licenses. I am requesting City Council to pass another resolution based on two items. First, the LCC does not want the City's resolution sent to them directly which was the case in the past, they want it to come along with the applicant's application. Furthermore, they want to have municipalities adopt this resolution for each redevelopment license. Second, Oakland County Equalization, serving as the City Assessor, submitted their affidavit to include new personal property tax investment; this significantly raised the private investment amount.

Enclosed is a resolution for the City Council to authorize submitting the attached information to request redevelopment licenses within the DDA District.

- The City Council establishes the Farmington Downtown Development Authority boundary as the redevelopment project area;
- Provides a map which clearly outlines where the development district or area is located within the City;
- Authorize the City Clerk to certify the statutory provision under which the Farmington Downtown Development Authority was established; and
- Authorize the City Assessor to submit an affidavit stating the total amount of public and private investments within the DDA district over the preceding 5 year time period, and authorize the Clerk to certify the affidavit.

The level of public and private investment determines the number of development liquor licenses a district is eligible to receive. This is an effective recruitment tool to attract additional restaurants to Downtown Farmington. In fact, the Michigan Liquor Control Commission requested that we update our application based on the Los Tres Amigos interest in a redevelopment license. Once the DDA receives an allotment from the MLCC, it is important to note that the applicant will still need to go through the rigorous

Resolution (ID # 1169)

Meeting of February 18, 2013

process of receiving a license. Furthermore, they will need to try and secure a license that is currently escrowed. If that fails, they could pursue the development license.

### Agenda Review

**Review:**

**Vincent Pastue      Pending**

**City Manager      Pending**

**City Council Pending**

**RESOLUTION NO. (ID # 1169)**  
**RESOLUTION**

WHEREAS, Public Act 501 of 2006 created the opportunity for communities to issue additional liquor licenses; and

WHEREAS, the Farmington Downtown Development Authority previously passed a motion requesting that the City of Farmington apply for additional licenses pursuant to MCL 436.1521a(1)(b); and

WHEREAS, the Farmington City Council established the Farmington Downtown Development Authority as a redevelopment project area; and

WHEREAS, the City of Farmington and Farmington DDA are requesting reauthorization of additional liquor licenses within the redevelopment area based on private and public investment from 2008 thru 2012; and

WHEREAS, it appears that the Farmington Downtown Development Authority would qualify for licenses under this act based on private and public investment during this period; and

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby reaffirms the Farmington Downtown Development Authority as the redevelopment project area.

BE IT FURTHER RESOLVED that the City Council authorizes the Farmington City Manager to submit the application including a map that clearly outlines where the development district is located within the City.

BE IT FURTHER RESOLVED that the City Clerk is authorized to certify the statutory provision under which the Farmington Downtown Development Authority was established.

BE IT FURTHER RESOLVED that the City Assessor is authorized to submit an affidavit to the Michigan Liquor Control Commission stating the total amount of public and private investment with the DDA District over the preceding five year period and to authorize the City Clerk to certify the Assessor's affidavit.

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
February 18, 2013

**Reference  
Number**

**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Adopt Resolution Recommending Approval of Liquor License for Los Tres Amigos

**Requested Action:**

Approve Resolution authorizing new Class C Liquor License with Entertainment Permit and SDM License for Los Tres Amigos, Farmington Downtown L.L.C. located at 33200 Grand River Avenue

**Background:**

Mr. Arnulfo Ramirez-Villanueva is requesting a new Class C liquor license with an entertainment permit, dance permit and SDM license. The new liquor license will be used to open a business, Los Tres Amigos at 33200 Grand River. This location will primarily focus on food sales (90%) and the remaining 10% will be alcohol. The business owner does not plan on staying open pass 11:00 p.m.

Mr. Ramirez- Villanueva currently operates twelve (12) restaurants in the State of Michigan that have liquor licenses. These restaurants are located in eight (8) different cities and he is in the process of opening three (3) more. In reviewing the twelve (12) restaurants currently being operated, there were a total of sixteen (16) liquor license violations issued. Ten (10) of those violations were selling alcohol to minors, one (1) for selling to an intoxicated person, three (3) for failing to provide proof of training for employees, one (1) for occupied premise before noon and one (1) for failing to sell alcohol according to price listed.

In reviewing the ten (10) violations for sale to minors, seven (7) were associated with cities with a large college population and two (2) were dismissed. It should also be noted that there is a record of four (4) decoy operations that were passed.

Mr. Ramirez-Vallanueva has no criminal arrest history, but has several traffic violations. Mr. Ramirez-Vallanueva applies for the entertainment and dance permits for all his locations so he does not have to apply in the future if needed. At this time, he only plans on having televisions in the location for entertainment. The department is recommending the approval of the liquor license request. The department will ensure that Mr. Ramirez-Vallanueva has his employees attend alcohol training and he is aware that the department regularly conducts liquor compliance checks.

**Agenda Review**

**Review:**

**Vincent Pastue      Pending**  
**City Manager      Pending**

Updated: 2/15/2013 1:20 PM by Cheryl Poole

**City Council Pending**



RESOLUTION NO. (ID # 1170)



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: \_\_\_\_\_
Request ID: \_\_\_\_\_
(For MLCC use only)

Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

- Provide a copy of your Application for New Licenses, Permits, or Transfer of Ownership or Interest in License (form LCC-3011 for Retail or form LCC-3015 for Manufacturers and Wholesalers) to the local unit of government.

Instructions for Local Legislative Body:

- Complete this resolution, or provide a resolution, a letter of certification from the clerk, or minutes from the meeting at which this request was considered.

At a regular meeting of the City of Farmington council/board
called to order by on at
the following resolution was offered:

Moved by and supported by
that the application from Los Tres Amigos Farmington Downtown LLC
for the following license(s): new Class C and SDM issued pursuant to MCL 436.1521a(1)(b) located in the DDA District

and the following permits, if applied for: [X] Dance Permit [X] Entertainment Permit [ ] Topless Activity Permit

[ ] Extended Hours Dance Permit Hours Required: none
[ ] Extended Hours Entertainment Permit Hours Required: none

to be located at 33200 Grand River Avenue, Farmington, MI 48336
be considered for approval

Approval Disapproval
Yeas: Nays: Absent:
Yeas: Nays: Absent:

It is the consensus of this body that it recommends this application be considered for approval by the Michigan Liquor Control Commission.

I hereby certify that the foregoing is true and is a complete copy of th resolution offered and adopted by the City of Farmington council/board at a regular meeting held on

Name and title of authorized officer (please print):
Signature and date of authorized clerk:
Phone number and e-mail of authorized officer:



**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
February 18, 2013

**Reference  
Number  
(ID # 1171)**

**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Approve Intergovernmental Agreement with the City of Farmington Hills to Provide Information Technology Services

**Requested Action:**

Move to approve intergovernmental agreement with the City of Farmington Hills to provide information technology services in the substantial form as attached and authorize the City Manager to negotiate and sign

**Background:**

City Administration received the attached intergovernmental agreement late in the afternoon of February 14, 2013. While the form of the agreement is similar to what was adopted in the resolution to accept the EVIP grant to assist in the financing of the transition, there are a few items I would like to discuss with Farmington Hills. Specifically, expand and clarify the scope of service provided, the timing of the payment from an annual amount to quarterly, and to specify that the agreement will begin April 1, 2013.

City Administration is recommending approval of the agreement with authorization for the City Manager to further negotiate and sign. There is a deadline of February 28 to submit this to the Michigan Department of Treasury. My recommendation allows this deadline to be met.

**Agenda Review**

**Review:**

**Vincent Pastue      Pending**  
**City Manager      Pending**  
**City Council Pending**

**INTERGOVERNMENTAL AGREEMENT  
FOR INFORMATION TECHNOLOGY SERVICES**

**BETWEEN**

**CITY OF FARMINGTON HILLS  
AND  
CITY OF FARMINGTON**

This Agreement (“Agreement”) is entered into as of the date of the last signature below and is between the City of Farmington (“Farmington”), whose address is 23600 Liberty Street, Farmington, MI 48335, and the City of Farmington Hills (“Farmington Hills”) whose address is 31555 West Eleven Mile Road, Farmington Hills, MI 48336, for the purpose of having Farmington Hills provide Information Technology (“I.T.”) services to Farmington.

**RECITALS:**

- A. Farmington Hills maintains and operates an I.T. Division within the Central Services Department with staffing capable of performing services to Farmington.
- B. Farmington currently contracts with a third party for I.T. services and wishes to discontinue this practice.
- C. Farmington has concluded that it would be beneficial and cost effective to contract for I.T. services with Farmington Hills rather than continue its current third party relationship.
- D. Farmington Hills agrees to provide I.T. services under the terms and conditions of this Agreement.
- E. This Agreement is authorized by the charters of Farmington and Farmington Hills, MCL 41.806, and the Urban Cooperation Act of 1967, MCL 124.501 – 124.512.

**IT IS THEREFORE AGREED:**

1. *Information Technology Services Defined.* “Information Technology Services Defined” shall mean professional services to manage, assist, train, consult, repair, software and hardware devices used
2. *I.T. Services to be Provided by Farmington Hills.* Farmington Hills will provide to Farmington I.T. services as described herein on a routine work hour schedule of 7:30 a.m. to 5:30 p.m. Monday – Friday except designated City holidays. Exceptions to

these hours will be special projects, upgrades, downed systems or any unforeseen circumstance.

- 3. No Additional Services. Except for other services expressly approved by other Agreements, Farmington Hills shall not be obligated under this Agreement, to provide or assist Farmington or any Farmington personnel with any other direct, indirect, backup, or supplemental support of City related service, of any kind or nature. Under all circumstances, Farmington shall remain solely and exclusively responsible for all costs and/or liabilities associated with providing available other City services. This provision is not intended to alter or amend any exiting mutual aid arrangement or Intergovernmental Agreement.
- 4. Standardization. This Agreement does not, and is not intended to, obligate or require Farmington Hills to change, alter, modify, or develop and different procedures for I.T. services and the products/services/application that it maintains. Farmington understands the need for standardization for support and will at all times endeavor to accept the same products/services/application as used by Farmington Hills unless there is a specific business related reason to use something different. It will then be the option of Farmington Hills to support or not support the new product/service/application.
- 5. I.T. Policies and Procedures. Farmington will adopt the Farmington Hills Information Technology Policies and Procedures as attached and updated from time to time. This will allow Farmington Hills I.T. to standardize its support procedures and assist with network and data security.
- 6. Term. This Agreement shall be for an Initial Term of three (3) years, from TBD 2013 through TBD 2016. If this Agreement is not terminated as provided below, it shall automatically renew annually for a Renewal Term of one (1) year, subject to the terms and conditions below. The Renewal Terms possible under this Section are not limited.
- 7. Fee for Services. In consideration of the I.T. Services described herein, Farmington shall pay Farmington Hills an annual fee as follows:

For Initial Term:

Year 1	\$35,000 or \$45,000 with GIS
Year 2	\$36,050 or \$46,450 with GIS
Year 3	\$37,132 or \$47,844 with GIS

For the Renewal Terms, the fee shall increase from the Year 3 amount by the rate of the Consumer Price Index (CPI) or 3% whichever is less.

The fee shall be payable in annual installments, made on or before the commencement date of this Agreement. Interest at the rate of 1% per month shall be

paid by Farmington to Farmington Hills for any amounts not received by Farmington Hills by the payment due date.

8. *I.T. Equipment.* Farmington shall be solely and exclusively responsible for all costs, expenses, and liabilities associated with the purchase, lease, operation, and/or use of any Farmington I.T. equipment. Farmington Hills shall not be obligated to provide Farmington with any equipment required. In the event data from either parties networks is stored on the other parties' network there shall be no entitlement to ownership of that equipment.
9. *Data Ownership.* Data from Farmington and Farmington Hills will be solely owned by each entity. Each entity is responsible for securing, backing up and maintaining its own data. Each entity is responsible for processing its Freedom of Information requests irregardless of where data may be stored or maintained.
10. *Independent Contractor.* Farmington Hills shall provide I.T. services to Farmington as an independent contractor, with Farmington Hills being responsible for all workers' compensation and other insurance, income tax, social security, and other withholding, and all other compensation or benefits for Farmington Hills employees involved in providing I.T. services. At no time shall any Farmington Hills employee involved in providing services be considered or claimed be to be an employee or agent of Farmington, and Farmington shall not be deemed or allowed to control, supervise, or direct Farmington Hills employees involved in providing I.T. services.
11. *No Transfer of Farmington Legal Obligations to Farmington Hills.* This Agreement does not, and is not intended to, transfer, delegate, or assign to Farmington Hills or its employees, any constitutional, statutory, or other legal responsibility, duty, obligation, or liability of Farmington, for which Farmington shall remain solely liable. Farmington shall be solely and exclusively responsible, during the term of this Agreement, for guaranteeing that: (a) all Farmington existing software systems have been legally obtained and licensed and (b) endeavor to protect, maintain and support its I.T. infrastructure and (c)
12. *Farmington Hills Responsibilities.* Farmington Hills further agrees to take all necessary actions required to support Farmington's I.T. hardware and software systems and that:
  - a. Its assigned Central Services/I.T. staff is adequately trained in the support of I.T. systems.
  - b. It will make available I.T. support staff to maintain a reliable, stable and safe network environment.
  - c. Its assigned personnel will respond to requests for service from Farmington staff members.

- d. Its assigned I.T. personnel and administrative personnel will take such actions as are necessary and appropriate to provide full and complete I.T. services as are commonly provided by one government entity to another.
13. Control of I.T. Services. I.T. shall be under the exclusive control and jurisdiction of the Director of Central Services for Farmington Hills. If the City Manager for Farmington objects to a policy or procedure utilized in the provision of delivering I.T. Services to Farmington, the Farmington Hills Director of Central Services or his designee shall respond to same in writing within 72 hours, providing such facts and opinions which support his determination of the issue. In the event that the matter is not resolved to Farmington's satisfaction, the City Managers of Farmington and Farmington Hills shall meet to review the matter.
14. Insurance. Farmington Hills shall obtain and maintain in force during the term of this Agreement insurance coverage for general liability, motor vehicle liability, and worker's compensation in amounts it determines to be appropriate, with Farmington named as an additional insured on all liability policies and entitled to copies of Certificates of Insurance confirming the required insurance during the entire term of this Agreement.
15. Liability and Indemnification. To the fullest extent permitted by law, Farmington agrees to hold Farmington Hills harmless from any and claims, suits, demands, judgments, or causes of action made against Farmington Hills, their elected or appointed officials, employees, agents, or volunteers for the actions of Farmington's elected or appointed officials, employees, agents or volunteers arising from or in connection with the performance of this agreement. To the fullest extent permitted by law, Farmington Hills agrees to hold Farmington harmless from any and all claims, suits, demands, judgments, or causes of action made against Farmington, its elected or appointed officials, employees, agents, or volunteers, for the actions of Farmington Hills' elected or appointed officials, employees, agents or volunteers arising from or in connection with performance of this agreement. Otherwise, each Party shall be responsible for the acts of its officials or employees in the performance of this Agreement and shall seek its own legal representation and bear the costs associated with such representation, including any attorneys' fees. Except as provided herein, neither Party shall have any right under any legal principle to be indemnified by the other party or any of its employees or agents in connection with any claim.
16. Governmental Immunity and Authority Unaffected. Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of either Party or any of its agents.

17. Termination.

- a. This Agreement may be terminated for any reason, and with or without cause, by the mutual written agreement of Farmington Hills and Farmington, approved by concurrent resolutions of the Farmington Hills City Council and the Farmington City Council.
  - b. This Agreement may be terminated by Farmington Hills if Farmington fails to pay an amount owing under Section 7, including applicable late charges and interest, within 60 days of when the payment was due. Such termination by Farmington Hills shall be by written notice to Farmington that contains a clearly stated effective date of the termination that is at least 30 days after the date of the notice. If all amounts owing, including past due installments, late charges, interest, and any new installments coming due during that time are not paid, the termination shall be effective, relieving Farmington Hills from any obligation to provide any further I.T. Services. Before Farmington Hills gives notice of termination under this provision, it shall first notify Farmington of its failure to timely pay the amount owed and allow a reasonable opportunity for Farmington to pay such amount.
  - c. In addition to a termination under subsections (a) and (b), either Party may terminate this Agreement for any reason, and with or without cause, by written notice to the other Party. During the Initial Term, eighteen (18) months' written notice shall be required before termination. During any Renewal Term, 180 days' written notice shall be required before termination.
18. No Third Party Beneficiaries. The sole and exclusive purpose of this Agreement is to provide I.T. Services for Farmington. This Agreement is not intended to, and does not, create any special or other duty, obligation, promise, benefit or right to I.T. Services in favor or for the benefit of any person, entity, organization that is not a party to this Agreement.
19. Assignments. Farmington Hills's obligations under this Agreement may not be assigned except with the written approval of Farmington.
20. Notices. Notices under this Agreement shall be to the City Managers of the respective Parties at the addresses on Page 1.
21. Amendments. Amendments of this Agreement shall be in writing, approved by concurrent resolutions of Farmington Hills and Farmington City Councils, and be signed by authorized representatives of the Parties.

22. Severability. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
23. Applicable Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
24. No Waiver. Absent an express written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
25. Compliance with Laws. Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
26. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto.
27. Filing. As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of Farmington Hills City Council and the City of Farmington City Council, approving and authorizing the signing of this Agreement, the undersigned officials have signed this Agreement on the dates indicated next to their signatures.

[Signatures on next page]

CITY OF FARMINGTON

Dated: \_\_\_\_\_

By:

\_\_\_\_\_

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Dated: \_\_\_\_\_

By:

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CITY OF FARMINGTON HILLS

Dated: \_\_\_\_\_

By:

\_\_\_\_\_

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Dated: \_\_\_\_\_

By:

\_\_\_\_\_

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